

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, (hereinafter called "Monsanto") and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, Monsanto, Illinois, (hereinafter called "Industrial"),

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WITNESSETH:

WHEREAS, by an Indenture of Lease of even date herewith Industrial has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Monsanto, Illinois, (hereinafter called the "Leased Property"); and

WHEREAS, Industrial proposes to operate on the Leased Property a sanitary landfill dump (hereinafter called the "Dump") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Industrial hereby agree as follows:

1. Operation of Dump. Industrial shall operate the Dump on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Dump, and for the unloading of such wastes at the Dump. Industrial shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Dump. Monsanto shall notify Industrial of the Monsanto employe (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Removal of Drums. In connection with its operation of the Dump, Industrial has requested permission from Monsanto to remove and salvage, at Industrial's risk and expense, certain empty metal drums used to transport chemical waste materials to the Dump.

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Monsanto hereby grants such permission to Industrial on the following terms and conditions:

(a) Industrial may remove from the Dump, at its own risk and expense, such number as it determines of empty metal drums that Monsanto's Engineer designates to be surplus drums, but solely for the purpose of selling the same to reputable steel scrap companies as scrap metal or to reputable salvage companies for cleaning and reclaiming. Industrial shall not sell or otherwise dispose of any of said drums to any other person, firm or corporation, and shall not remove any of said drums from the Dump for any other purpose.

(b) Any drums that are removed from the Dump by Industrial shall be removed by the end of the working day during which they are received at the Dump. Any drums not removed by Industrial pursuant to paragraph 2(a) above shall be crushed and buried by Industrial in the Dump.

(c) Industrial has been informed that the drums have been used for the storage of chemical wastes and of the possible hazards connected therewith. Industrial hereby acknowledges that it assumes responsibility for the further handling and use of the drums removed from the Dump. Industrial shall take all necessary precautions to insure that the removal and disposition of such drums, and the subsequent handling and disposition of such drums by any such steel scrap or salvage company, will not endanger the safety of, or constitute a hazard to any persons or property. Industrial further agrees to notify in writing each steel scrap or salvage company to which it may sell any of said drums of such prior use of said drums, and will attempt to obtain a similar agreement from said company that it will take necessary safety precautions and that it will warn subsequent handlers and users of the drums.

(d) Monsanto shall have the right at any time to cancel, or suspend for a specified period of time, such permission by giving at least two days' prior written notice to Industrial.

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3. Price. In full payment for Industrial's entire performance of its work under this Agreement, Monsanto shall pay to Industrial each month the sum of Three Thousand Dollars (\$3,000.00)

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Industrial on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within ten days after receipt of such invoice in proper form, Monsanto shall pay to Industrial the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Industrial shall strictly comply with all safety provisions set forth in the Specifications. Industrial shall take all other necessary steps and precautions for the safe operation and maintenance of the Dump. Industrial shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Industrial shall be conducting operations at the Dump.

(b) In operating the Dump, Industrial shall observe and comply with all applicable Federal, State and local laws and regulations.

(c) In operating the Dump and performing its work under this Agreement, Industrial shall be an independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Industrial shall be employees of Industrial and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Industrial agree that, in the event of changes in the wage rates of Industrial's personnel or the premature need for replacement of Industrial's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the

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anniversary date of this Agreement by giving to the other party at least thirty days prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Industrial shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Dump unless caused by the sole negligence of Monsanto, or (b) the removal or disposition by Industrial of drums from the Dump or other activities of Industrial pursuant to this Agreement.

7. Insurance by Industrial. Industrial shall take out and maintain, during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Industrial's employees engaged in work in connection with the operation of the Dump and the removal and disposition of drums. To the extent that any such employees are not protected by such a statute, Industrial shall also provide Employer's Liability Insurance in an amount not less than \$100,000 for injury to, or for the death of, any one employee, and subject to the same limitation for each employee, in an amount not less than \$300,000 on account of any one accident.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Dump or the removal and disposition by Industrial of said drums whether such operations be by Industrial or any person directly or indirectly employed by Industrial, and covering liabilities assumed by Industrial pursuant to paragraph 6 above. The

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amount of such insurance shall be not less than:

(1) \$150,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$500,000 on account of any one accident; and (11) \$100,000 for damage to property on account of each accident, or \$200,000 in the aggregate in respect of damage to property.

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Industrial in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$100,000 for injury to, or for the death of, any one person, in an amount not less than \$300,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in form satisfactory to Monsanto and Industrial shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. B. B. Byrne, Purchasing Agent, Monsanto Chemical Company, Wm. G. Krummrich Plant, Monsanto, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

8. Term and Termination. This Agreement shall commence as of the date first hereinabove written and shall expire on December 31, 19 unless sooner terminated, as it may be at any time, by either party giving at least ninety days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Industrial of its obligations as set forth in paragraphs 6 and 7 above.

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9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Industrial with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated November 1, 1959 between Monsanto and Industrial. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Industrial and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

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MONSANTO COMPANY

By /s/ B. B. Byrne P.A. - 12/12

INDUSTRIAL SALVAGE AND DISPOSAL, INC

By /s/ Paul Sargent Sec.

MONSANTO INSURANCE COMPANY LITIGATION:

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SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL DUMP
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
MONSANTO, ILLINOIS

PROTECTED MATERIAL: MONSANTO
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Prepared By
Functional Maintenance Department

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SECTION AOperation of Sanitary Landfill DumpA. Scope

1. The work to be performed is the operation of a Sanitary Landfill Dump on the River Terminal property owned by Monsanto and leased to Industrial by an Indenture of Lease dated as of January 1, 1964.

B. Location

1. The dump is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-017-G10.

C. Equipment

1. Industrial shall furnish all equipment necessary for the operation of the Sanitary Landfill Dump. This includes the operation and maintenance of such equipment.

D. General Operating InstructionsPROTECTED MATERIAL: MONSANTO
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1. The materials to be encountered in the operation of the dump will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the dump site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

Liquid materials shall be discharged onto levelled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be levelled and the retaining walls adjusted to receive the next load of liquid waste.

Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure the revision will be adopted as directed by the Engineer.

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2. Cover Material. Cover and filling material will be secured from the Krummrich Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the dump and stored as directed by the Engineer.
3. Appearance and Scavenging: It shall be necessary to keep the dumps smooth and neat in appearance at all time. No scavenging shall be permitted except with the permission of Monsanto's Engineer.
4. Fire Protection: Hose lines shall be provided at the dump at all times. It shall be necessary to wet down the dump to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area.
5. Use of Dump: This dump shall be operated by Industrial for the sole use of Monsanto.

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SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

A. General Provisions

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1. Job Site Location

Monsanto Company, William G. Krummrich Plant, Monsanto, Illinois

2. Definitions

The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3. Responsibility

In all operations under the Agreement, Industrial shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

Industrial shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Industrial, however, shall notify the Engineer of his intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Industrial, when so requested by the Engineer.

Industrial shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4. Interference with Plant Operation

Industrial shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Industrial's employees are prohibited from

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entering any plant area except those areas to which they are assigned. Prohibited areas for Industrial's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

5. Cameras

Both taking of pictures and the possession of a camera in the Plant are prohibited.

6. Monsanto Equipment

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Monsanto equipment will not be loaned to Industrial's employees.

B. Special Provisions

MONSANTO INSURANCE COMPANY LITIGATION:

1. Storage of Material

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The receipt and storage of Industrial's materials (not furnished by Monsanto) will be the responsibility of Industrial. Outdoor storage space will be available to Industrial but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

2. Telephone

Telephone service, if desired, must be arranged and paid for by Industrial.

3. Toilet Facilities

Job toilet facilities may be provided by Industrial. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Industrial will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

4. Water

Industrial will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

C. Safety Provisions

All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

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All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Industrial's employees. Some of these regulations are listed below.

1. Smoking

Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Industrial smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

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2. Aisles and Exits

Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

3. Excavations; Overhead Work

Industrial shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

All excavations shall be barricaded each time Industrial's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

4. Traffic Rules

- a. The speed limit is 15 M.P.H.
- b. Vehicles shall stop at all stop signs.
- c. Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

5. First Aid

First-aid and emergency treatment for all injuries incurred by Industrial's employees should be received at Monsanto's Dispensary. Industrial shall promptly notify the Engineer of any injury to Industrial's employees and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

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6. Fire Protection

Industrial shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. He shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

Should a hazardous condition develop in the area, Industrial shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

7. FirePROTECTED MATERIAL: MONSANTO
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Industrial shall familiarize all personnel working directly or indirectly under him with the following rules to be followed in case of fire:

- a. To report a fire -- go to any plant telephone, dial Station 200 and give the designation of the building or area in which the fire is located.
- b. If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.
- c. Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.
- d. In case of a fire on the job site for which the Fire Department is called, all personnel other than Industrial's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

8. Industrial Hazards

Industrial shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

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9. Pipes

Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

10. Wiring

No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

11. Clean-Up of Job

Industrial must keep the area of its work clean and promptly remove any excess materials or equipment.

12. Use of Intoxicants

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Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

13. Railroad Clearances

When it is necessary to work adjacent to a switch track, care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

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SECTION C
Drawing List

MONSANTO INSURANCE COMPANY LITIGATION:
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

The following drawing has been prepared by the Organic Chemicals
Division of the Monsanto Company:

<u>DWG.</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-017-G10	0	3/31/59	River Terminal Sanitary Landfill Dump

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